

2002
INTERAGENCY ENGINE/TENDER AGREEMENT REGION 6
HIGHLIGHTS

C-1 SCOPE OF WORK

- 1.1** The purpose of this Request for Quotations is to establish a listing for engines and tenders that the Government Agencies may use for wildland fire and other fire support activities within the states of Oregon and Washington.

These engines and tenders may on occasion be dispatched outside the states of Oregon and Washington. Dispatch will be in accordance with established agency procedures and a qualified Interagency Contract representative (IACR) may be assigned. Contractors are responsible for complying with requirements in states of proposed dispatch. Note: IMT or GACC can order an IACR through regular dispatch procedures.

The Contractor shall furnish all services, supervision, equipment, supplies, transportation, and trained personnel necessary to meet these specifications. To insure continued safe, efficient service at the incident, the government may issue accountable and durable property and consumable goods. The cost of all consumable goods will be deducted from payment to the Contractor. Upon completion of assignment at an incident all accountable and durable property shall be returned to the Government.

- 1.2** The vehicles and equipment may be used for preparedness, initial attack, suppression and mopup. They may be used to a considerable extent on narrow, unimproved roads, off roads, in mountainous, rangeland and timbered areas and will be driven where there is brush growing on the shoulders. The vehicles must be capable of providing transportation to and from the fire line.

1.5 Equipment

- a. **Engines and Tenders:** Equipment may be ordered for single shifts or for double shifts. If ordered for a double shift, additional vehicle is required and will be paid as part of the Mobilization for Double Shifted Equipment. The travel time for the second crew, to and from point of hire to the incident, will be paid as part of the Mobilization for Double Shifted Equipment.

If additional crew person (third person per shift) is ordered, the Contractor will be paid at the specified rate of \$22.00 per hour per additional crew person. The Contractor will be paid the additional crew person rate for actual travel time and time on shift.

C-4 INSPECTION AND ACCEPTANCE OF EQUIPMENT AND PERSONNEL

4.2 a. Incident Inspection:

Upon inspection of equipment at the incident the Government reserves the right to reject equipment which is not in full compliance with these specifications. Travel time to and from the incident will not be paid if equipment is rejected. If equipment fails inspection upon arrival at the incident, it may be placed off shift until the deficiencies are corrected (within 24 hours), and may be subject to first release from the incident. If the equipment fails inspection and the deficiencies are not corrected within 24 hours, the point of hire and point of release will be the incident and no travel time to and from the incident will be paid. The Government may elect to hire noncompliance equipment under local EERA using the current Emergency Equipment Rental Rates.

- b. Unsatisfactory performance may be grounds for a Contractor being released from an incident and/or grounds for termination of the agreement.

C-5 GENERAL REQUIREMENTS

5.1.a All vehicles offered and used must be licensed with the State DMV.

5.1.b Operators of any motor vehicle having a GVWR of more than 26,000 pounds must have a CDL.

5.4 Vehicle Cleaning for Noxious Weeds

In accordance with incident agency instructions contractor shall clean their vehicles to remove noxious weed seeds. Time spent by contractor will be considered on-shift. If the Government requires commercial facilities, contractor will be reimbursed for cost based on written receipt.

5.5 Identification of Personnel:

Every person performing work under this agreement shall carry a picture identification card issued for the effective calendar year of this agreement that includes: name of the person, photograph of the person, social security number, list of position(s) the person is qualified for, and the date the person passed the work capacity fitness test. The identification card must be signed by the certifying authority that individual has met all training requirements of this agreement.

5.6 English Speaking Requirement:

Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative on each engine or tender shall be able to fluently communicate in English. All radio communication on Government-assigned frequencies shall be in English.

5.7 Laundry Service:

Contractor-furnished personal protective clothing will be maintained in good repair and will be cleaned at sufficient intervals to preclude unsafe working conditions. Contractor will be responsible for making arrangements for laundry service for their personnel and the associated costs for those services.

5.8 Accidents:

- a. Contractor's insurance shall cover all employee accidents. The Government will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If a crew person is injured on the fireline, the crew person may be evacuated by the Government at the Contractor's expense. If a crew person is in camp with an illness or injury and requires transport to medical facility/hospital, the costs will be at the contractor's expense.

5.9 Rest and Recuperation:

- a. Contractor shall give its crewmembers adequate rest and recuperation necessary for the safety of its crewmembers. The government IC shall monitor Contractor's compliance with this provision.
- b. The IC can determine the need for rest and recuperation.
- c. When the Government directs the Contractor to authorized facilities, the Government will pay for the food and lodging expenses.
- d. Government shall compensate Contractor for the guarantee when engine and/or tender personnel are required to stay under Government control for a day off. Contractor shall not be compensated if personnel are permitted to return to dispatch location/point of hire for the day off.

5.12 Subsistence:

Contractor shall provide adequate lodging after leaving the point of hire. Contractor shall provide contractor personnel with adequate food and water for the first shift after leaving the point of hire. The Government does not furnish lodging unless the Government directs the Contractor to authorized facility. The Government shall furnish food and water after the first shift worked if the personnel are not released or are required to stay in fire camp. If the personnel are allowed to return to their home during OFF SHIFT time, the Contractor shall provide food and water.

Where no fire camp is available and the Government determines that commuting is uneconomical, the Government will either furnish subsistence or provide payment of \$50.00 per calendar day if under hire for at least 8 hours, or \$25.00 if under hire for less than 8 hours, per crewmember.

The Government, at its discretion during demobilization and/or reassignment, may provide food to the Contractor personnel without charging the Contractor.

Subsistence: Food and drink served at the incident, generally at specified intervals, but also available as needed to accommodate incident conditions. This also includes those items normally provided in fire camp, such as showers, restrooms, camping facilities, etc.

Vehicle Identification:

Contractor vehicles must have external identification. The identification must be located on front driver side and passenger side doors. At a minimum identification must include the Contractor's business name as it appears on the agreement.

C-8 MAINTENANCE, FUELING AND REPAIR

8.1 Maintenance:

The Contractor will be responsible for all maintenance (oil change, oil and air filters, lubrication and fueling). If fuel and oil are acquired from the government at the incident, the cost will be deducted from payment to the Contractor on Equipment Use Invoice.

8.2 Repairs:

- a. All repairs and replacement are the responsibility of the Contractor and shall be made at the Contractor's expense. Repair or replacement shall be within 24 hours.
- b. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from payment to Contractor on Equipment Use Invoice.
- c. Vehicles which become inoperable will be towed at the Contractor's expense.

C-9 MEASUREMENT AND PAYMENT

9.1 Rates of Payment:

Rates for equipment hired includes all operator(s) expenses. Payment for equipment and operator(s) furnished will be at rates specified and shall be in accordance with the following:

- a. **Work Rates** shall apply when equipment is under hire as ordered by the Government and ON SHIFT, including incident inspection time and relocation of equipment under its own power. Under no circumstances will the amount of payment for a calendar day exceed that which would be earned during a 24-hour period on shift. **Meal periods are compensable within the normal shift period, regardless of whether or not the fire is declared controlled**
- b. **Mobilization for DOUBLE SHIFTED Equipment** – If ordered double shifted the Contractor will be compensated \$1.00 per mile for Engines and Tenders to mobilize (demobilize) to and from the incident (from point of hire to the incident, incident to incident, and return to point of hire).
- c. **Guarantee** – For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13 (**Guarantee per shift**) of the Interagency Equipment Rental Agreement. If equipment is under hire for less than 8 hours during a calendar day, the amount of payment for that day will not be less than one-half the amount specified in column 13 (Guarantee per shift). The Guarantee will be based on how the equipment was ordered.
 - (1) **Ordered for Single Shift:** The Guarantee for a single shift will be 5 hours times the work rate. The amount of payment will be the guarantee or hours worked, whichever is greater.
 - (2) **Ordered for Double Shifts:** The Guarantee for a double shift will be 5 hours times the work rate for each shift. The amount of payment will be the guarantee or hours worked per shift, whichever is greater. If equipment is on-shift for the first shift and not on shift during the second shift, the Guarantee for the second shift will be 5 hours times the work rate. The amount of payment will be the second shift guarantee in addition to what was earned during the first shift.
 - (3) **Intent of Guarantee:** The intent of the Guarantee is to compensate the contractor for payment of employees for an 8 hour period for their availability for each shift and the remainder is compensation for the non-utilization of the equipment. If the stand configuration is modified (e.g. additional personnel are ordered, the Guarantee will be modified accordingly.

- d. **Where no fire camp is available**, the Government will either furnish subsistence or provide payment of \$50 per calendar day if under hire for at least 8 hours, or \$25 if under hire for less than 8 hours, per crewmember.
- e. **Incidental Items:** - The intent of the contract is to provide for the services as described in the contract. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required. Payment for contract work will be made only for those pay items included in the Schedule of Items. **No additional payment will be made for costs associated with equipment support, shift briefings (required), or transportation of second crew to and from the fire line (shift changes), camp check out and invoice reconciliation. These costs are considered incidental and are to be incorporated in the unit price as bid on the Schedule of Items.**
- f. **No payment will accrue** during any period that equipment under hire is not in a safe or operable condition or when contractor furnished operator(s) is not available. After incident inspection and acceptance for use by the government, equipment that cannot be repaired at the site of work by the Contractor or by the Government, within 24 hours, shall not be considered withdrawn, and will be paid return travel time to Contractor's point of hire.
- g. No payment will accrue, including travel time to home unit if equipment/crew is withdrawn by Contractor or released by the incident or authorized government representative for unacceptable behavior.

Entire agreement can be downloaded from www.fs.fed.us/r6/ppm/fire

IACR – Interagency Contract Representative – ordered as a Technical Specialist